

IN THE UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF VIRGINIA
RICHMOND DIVISION

MARK C. JOHNSON,

Plaintiff,

v.

PENNYMAC LOAN SERVICES, LLC, et
al.,

Defendants.

Case. No. 3:19-cv-00837-DJN

Judge David J. Novak

**DEFENDANT PENNYMAC LOAN SERVICES, LLC'S OPPOSITION TO PETITION
TO CONFIRM ARBITRATION AWARD AND CROSS MOTION TO VACATE
FRAUDULENT ARBITRATION AWARD**

PennyMac Loan Services, LLC (“PennyMac”), by and through undersigned counsel, hereby opposes the Petition to Confirm Arbitration Award (the “Petition”) filed by the Plaintiff, Mark C. Johnson (“Plaintiff”). *See* Dkt. No. 1.¹ In addition, PennyMac moves this Court to vacate the fraudulent arbitration award upon which Plaintiff’s Petition is based.

As a threshold issue, the Petition should be denied because it fails to include a copy of the underlying agreement to arbitrate, in violation of the requirements of 9 U.S.C. § 13(a). Furthermore, the Petition purports to confirm an award for an arbitration about which PennyMac was never given any proper notice. That is because the underlying contract does not exist and the arbitration hearing never took place. As a result, the Petition must also be denied because it is substantively without legal or factual basis – it is based on a fake arbitration award that was purportedly issued by an illegitimate

¹ On December 19, 2019, Plaintiff attempted to serve PennyMac in this matter. That service was ineffective, since it included neither the Petition nor a copy of the Summons in this case. *See* FED. R. CIV. P. 4(c). On January 6, 2020, Plaintiff filed an “Affidavit of Service” in which Plaintiff confirmed that he provided PennyMac only with the Arbitration Hearing Notification, the Final Arbitration Award, and an “All Purpose Proof of Service,” but not the Petition or the Summons. *See* Dkt. No. 4. Notwithstanding this failed attempt at service, and without waiving any arguments it may have in this regard, PennyMac files this Opposition and accompanying Cross Motion to Vacate.

and unauthorized “arbitration” company for an “arbitration” hearing that was never conducted and in which neither Plaintiff nor PennyMac ever participated. Stated differently, the Plaintiff knowingly brought this action for no other purpose than to defraud PennyMac and this Court. Even setting aside Plaintiff’s fraud upon this Court, the arbitration award must be vacated because it is facially invalid and the supposed arbitrator manifested blatant disregard for the law. In further support of this Motion, PennyMac attaches the accompanying Memorandum of Law.

Wherefore, the Court should deny the Plaintiff’s Petition to Confirm Arbitration Award against PennyMac, strike the Petition, with prejudice, and vacate Plaintiff’s fraudulent arbitration Award pursuant to 9 U.S.C. §10(a)(1).

Respectfully Submitted,

BLANK ROME LLP

Dated: January 7, 2020

/s/ Adrien Pickard
Adrien Pickard, Esq. (VSB # 65833)
1825 Eye Street, N.W.
Washington, DC 20006-5403
Tel: (202) 727-5845
Fax: (202) 572-1430
APickard@blankrome.com
*Counsel for Defendant PennyMac Loan Services,
LLC*

NOTICE PURSUANT TO LOCAL RULE 7(K)

CONSISTENT WITH THE REQUIREMENTS OF *ROSEBORO V. GARRISON*, 528 F.2D 309 (4TH CIR. 1975), PLEASE TAKE NOTICE THAT:

(1) YOU, THE PRO SE PARTY, ARE ENTITLED TO FILE A RESPONSE OPPOSING THE MOTION AND THAT ANY SUCH RESPONSE MUST BE FILED WITHIN TWENTY-ONE (21) DAYS OF THE DATE ON WHICH THE DISPOSITIVE OR PARTIALLY DISPOSITIVE MOTION IS FILED; AND

(2) THE COURT COULD DISMISS THE ACTION ON THE BASIS OF THE MOVING PARTY’S PAPERS IF YOU DO NOT FILE A RESPONSE; AND

(3) YOU MUST IDENTIFY ALL FACTS STATED BY THE MOVING PARTY WITH WHICH THE PRO SE PARTY DISAGREES AND MUST SET FORTH THE PRO SE PARTY'S VERSION OF THE FACTS BY OFFERING AFFIDAVITS (WRITTEN STATEMENTS SIGNED BEFORE A NOTARY PUBLIC AND UNDER OATH) OR BY FILING SWORN STATEMENTS (BEARING A CERTIFICATE THAT IT IS SIGNED UNDER PENALTY OF PERJURY); AND

(4) YOU ARE ALSO ENTITLED TO FILE A LEGAL BRIEF IN OPPOSITION TO THE ONE FILED BY THE MOVING PARTY.

CERTIFICATE OF SERVICE

I hereby certify that on January 7, 2020, I sent a copy of the foregoing *Defendant PennyMac Loan Services, LLC's Opposition to Petition to Confirm Arbitration Award and Cross Motion to Vacate Fraudulent Arbitration Award* by first class mail, postage prepaid, to the following:

Mark C. Johnson
451 May Lane
Louisa, VA 23093
Pro Se Plaintiff

/s/ Adrien Pickard

Adrien Pickard, Esq. (VSB # 65833)
1825 Eye Street, N.W.
Washington, DC 20006-5403
Tel: (202) 727-5845
Fax: (202) 572-1430
APickard@blankrome.com
Counsel for Defendant PennyMac Loan Services, LLC